



**DEFENSE LOGISTICS AGENCY**  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 3229  
FT. BELVOIR, VIRGINIA 22060-6223

In Reply  
Refer To DNSC-C1

May 9, 2002

Dear Prospective Offeror:

Attached is the solicitation for the Basic Ordering Agreement (BOA) for Lead. We appreciate all of the feedback from industry in response to the draft solicitation and our industry meeting in New York in February. Comments, questions and responses, briefing charts, the solicitation and all pertinent information are located on the Lead link of Defense National Stockpile Center (DNSC) homepage. You will also find a sample web posting for the sales that will be conducted under the BOA. The DNSC homepage address is: <https://www.dnsc.dla.mil>. Please review the solicitation and website carefully, because there are many changes based on DNSC's effort to streamline its sales processes.

The current projected schedule for Lead sales is:

**Each Thursday by Noon:  
Each Wednesday at 1:00 p.m.**

**Posting of Notice (Sale Offering/No Sale)  
Price Quotes are due (If a sale was posted  
the previous Thursday)**

The first potential posting date is Thursday, June 20, 2002, subject to market conditions. Only pre-qualified, BOA-holders will be eligible to participate. Once the BOA postings have begun, please plan to visit the website weekly between Thursday noon and Tuesday morning to check for sales offerings. **This will be the only formal, regular notice that will be issued.** (If you ever have a connectivity problem, there are points of contact listed in the solicitation.)

DNSC will limit the sale of Lead to 3,500 metric tons a month (same as currently). A press release will be issued and posted to the website at the end of each month. This release will include the total sold in the month, the approximate dollar value and the names of companies awarded material. No bid abstract will be sent or posted for each sale.

You are invited to begin the process to establish a BOA for your firm by submitting required documents as identified in Section B on page 8 and Section I on page 32 of the attached solicitation. You should also submit details of any exceptions to the terms of the solicitation and any additional terms you seek. When any necessary discussions and financial analysis have been completed, you will be notified of results, and if appropriate, a BOA for Lead will be issued. The BOA will be open continuously; however, submissions in response to the initial publication are requested at your earliest opportunity and, if possible, not later than Monday, June 3, 2002.

If you have already submitted financial information, no additional submission is required but you should identify the previous submission in a cover letter. Please also note that submission of documents and establishing a BOA does not obligate you to offer under subsequent sales.

If you have any questions, please contact Dorothy Bowen by telephone at (703) 767-5499 or by facsimile at (703) 767-5411 or email at: [dorothy\\_bowen@hq.dla.mil](mailto:dorothy_bowen@hq.dla.mil).

Sincerely,

Jennifer P. Iribarren  
Contracting Officer

Issue Date: May 9, 2002

# **DLA-LEAD-005**

## **BASIC ORDERING AGREEMENT (BOA) FOR LEAD**



***Defense Logistics Agency  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223***

**BASIC ORDERING AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
AND**

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This Agreement governing the sale of lead under Basic Ordering Agreement, DLA-LEAD-005 (the BOA), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the United States of America, represented by the Contracting Officer, and \_\_\_\_\_, represented by \_\_\_\_\_.

This Agreement shall be effective upon signature by the Contracting Officer and shall incorporate the terms of the Acceptance Letter. The terms and conditions of any subsequent sale of material are as set forth in the BOA, which shall be incorporated into each contract awarded pursuant to this Agreement unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (Section I.1). In the event of a conflict between the BOA, the Acceptance Letter or the executed Quote/Award Form, the terms of the executed Quote/Award Form shall govern.

An executed copy of this Agreement shall be returned to the Contractor.

\_\_\_\_\_  
(Company Name)

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Name of Contracting officer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

## BASIC ORDERING AGREEMENT

## TABLE OF CONTENTS

<b>BASIC ORDERING AGREEMENT</b>	2
<b><u>SECTION A – AGREEMENT/CONTRACT FORM</u></b>	5
A.1 Introduction (JUN 99)	5
A.2 Basic Ordering Agreement (BOA) (JUN 99)	5
A.3 Web Page (JUN 99)	5
A.4 Material Description (JAN 95)	5
A.5 Financial Exposure Limit (MAR 02)	6
A.6 Payment Terms (JAN 02)	6
A.7 Foreign Trade Statistics Regulations (MAR 02)	6
A.8 Inspection (JUN 98)	7
<b><u>SECTION B – PREQUALIFICATION (JUN 99)</u></b>	8
<b><u>SECTION C – QUOTES</u></b>	10
C.1 Submission of Quotes (JUN 99)	10
C.2 Web Site Information (JAN 02)	11
C.3 Minimum/Maximum Quantity (JAN 02)	11
C.4 Late Submissions, and Modifications of Quotes (JUN 99)	11
C.5 Facsimile Submissions (JUN 99)	12
C.6 Consideration of Quotes (JUN 99)	13
C.7 Responsiveness of Quotes (JUN 99)	14
C.8 Evaluation of Quotes (JUN 99)	14
C.9 Tie Quote Procedures (JUN 99)	14
C.10 Contract Award (JUN 99)	14
C.11 Unsuccessful Quoters (JUN 99)	15
<b><u>SECTION D – PAYMENT</u></b>	16
D.1 Payment (FEB 98)	16
D.2 Payment Due Date (JUN 99)	17
D.3 Interest (JUN 99)	17
<b><u>SECTION E – MATERIAL REMOVAL</u></b>	18
E.1 Removal of Material (JAN 02)	18
E.2 Storage Charges (JUL 97)	18
<b><u>SECTION F – SHIPPING</u></b>	19
F.1 Request for Shipment (MAY 02)	19
F.2 Insurance Requirements (APR 95)	20
F.3 Weighing (APR 02)	20
F.4 Weight Discrepancy (JAN 02)	21
F.5 Assumption of Risk and Disclaimer of Liability (JAN 02)	21
F.6 Adjustment for Variation in Quantity or Weight (JAN 95)	21
F.7 Environmental Protection (JUN 95)	22
<b><u>SECTION G – CONTRACT ADMINISTRATION DATA</u></b>	24
G.1 Effective Period (JUN 99)	24
G.2 Amendments and Modifications (JAN 95)	24
G.3 Title (OCT 01)	24
G.4 Risk of Loss (MAR 02)	24
G.5 Limitation on Government's Liability (JAN 95)	24
G.6 Protests (JUN 99)	25
G.7 Disputes (FEB 01)	26
G.8 Default (JAN 02)	27
G.9 Termination for Convenience of the Government (DEC 97)	28
G.10 Excusable Delays (MAY 95)	29
G.11 Setoff of Funds (JUL 98)	29
G.12 Indemnification Agreement (JAN 02)	29
G.13 Covenant Against Contingent Fees (JAN 95)	30

<b>SECTION H – DEFINITIONS (APR 02)</b>	31
<b>SECTION I – SUBMITTALS</b>	32
I.1 Quote/Award Form (MAY 02)	33
I.2 Shopping List (MAY 02)	34
I.3 Certificate of Independent Price Determination (JAN 02)	35
I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)	36
I.5 Type of Business Organization (APR 96)	37
I.6 Persons Authorized to Request Shipment of Material (FEB 98)	38
I.7 Contractor’s Billing Address (JUL 96)	39
<b>SECTION J – LIST OF ATTACHMENTS</b>	40
J.1 Analyses of DNSC Lead (MAY 02)	41
J.2 Storage Locations (MAY 02)	45
J.3 Shipping Instructions (JAN 95)	46
J.4 Material Data Safety Sheet (May 02)	47
J.5 Fedwire Procedures (JAN 95)	57

## **SECTION A – AGREEMENT/CONTRACT FORM**

### **A.1 Introduction (JUN 99)**

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting Quotes for the sale of up to 60,000 short tons of lead in Fiscal Year 2002.

### **A.2 Basic Ordering Agreement (BOA) (JUN 99)**

- a. The terms and conditions of this Basic Ordering Agreement shall be incorporated in any resulting contract, unless otherwise specified in the Acceptance Letter or the Quote/Award Form, I.1.
- b. Contracts awarded under this Agreement shall be fixed price.
- c. An executed Section I.1 Quote/Award Form, signed by a Contracting Officer, together with this Agreement and the Acceptance Letter shall constitute the Contract.

### **A.3 Web Page (JUN 99)**

All requests for Quotes under this Agreement shall be posted on the DNSC web site by 12:00 noon, local time, Ft. Belvoir, VA every Thursday at <https://www.dnsc.dla.mil>. Quoters shall check the web site every Thursday morning to determine if DNSC is soliciting quotes for that day.

### **A.4 Material Description (JAN 95)**

- a. A description of the material is listed in **Section I.2, Shopping List**. Chemical analyses are provided in **Section J.1, Analyses of DNSC Lead**, and have been performed in accordance with ASTM B-29 dated 1992, Standard Specification for Refined Lead. This material was acquired between 1949 and 1960. The grades of lead available under this Agreement are chemical, common desilverized and corroding. (See **Section J.2** for storage location information.)
- b. Government records indicate that the lead conforms to the data listed in Section I.2 and Section J.1, however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

**A.5 Financial Exposure Limit (MAR 02)**

- a. DNSC will establish a financial exposure limit (maximum level of business DNSC will allow) for each Quoter. The financial exposure limit shall be determined based upon the following:
  - (1) Financial Position of the Quoter
  - (2) Past Performance.
  - (3) References (Suppliers, Financial Institutions, etc.)
  - (4) Credit Reports.
- b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until either the Contractor satisfactorily performs existing contracts or DNSC increases the exposure limit.

**A.6 Payment Terms (JAN 02)**

The maximum acceptable payment terms are net thirty (30) days from DNSC's receipt of current, accurate, and complete Shipping Instructions.

**A.7 Foreign Trade Statistics Regulations (MAR 02)**

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Agreement.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
  - (1) Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
  - (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

**A.8 Inspection (JUN 98)**

- a. At its own expense, a Quoter or its designee may visually inspect the material to be sold prior to submitting a quote. **No sampling of the material will be permitted.**
- b. Requests for an appointment to visually inspect the material must be made in writing or by facsimile submission on company letterhead to the point of contact identified in **Section J.2 Storage Locations (MAY 02)**, at least five (5) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Quoters will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.
- c. Quoters, their agents and representatives shall comply with the rules of the storage location at all times.



**SECTION B – PREQUALIFICATION (JUN 99)**

1. Quoters must be pre-qualified in order to submit Quotes and be considered for award. Quoters must also receive pre-approval for payment terms.
2. Quoters shall complete the following documents and submit them to the address shown in paragraph 4, below:
  - a. Basic Ordering Agreement (see page 2); and
  - b. Sections I.4 through I.7.
3. Quoters shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that will verify their financial level of business transactions; e.g., a list of references.
4. Quoters shall submit the documentation to the following address/facsimile number:

Attn: Lead Contract Specialist, DNSC-C  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Fort Belvoir, VA 22060-6223  
Fax: (703) 767-5411 or (703) 767-5494
5. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award and whether DNSC will extend payment terms, if requested to do so. Quoters will not be pre-qualified or eligible for payment terms unless the Contracting Officer makes an affirmative determination of responsibility.
6. To be determined responsible, Quoters shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Quoter may be determined to be non-responsible and ineligible to submit Quotes under this Agreement if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the current Dun & Bradstreet report.
7. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will sign the Agreement and return one copy to the Quoter. The Contracting Officer will also transmit an Acceptance Letter that will set forth the financial exposure limit and identify whether or not any specially requested terms have been granted.
8. The Quoter will not be eligible to submit Quotes until receipt of the Agreement signed by the Contracting Officer.

9. DNSC may require the Contractor to submit updated information at any time during the Agreement period.
10. Quoters shall be required to re-qualify annually.

## **SECTION C – QUOTES**

### **C.1 Submission of Quotes (JUN 99)**

- a. The Government will post any material being offered for sale on its web site, <https://www.dnsc.dla.mil> on Thursdays by 12:00 noon, local time, Ft. Belvoir, VA.
- b. All pre-qualified Quoters are invited to quote.
- c. Quotes and modifications shall be submitted by facsimile in accordance with Section C.5.
- d. Quoters shall submit Quotes on Section I.1, Quote/Award Form. Quotes shall be faxed to: (703) 767-5541, ATTENTION: LEAD CONTRACT SPECIALIST.
- e. Section I.1 shall include the date of the Request for Quote and shall contain the following additional information:
  - (1) item number;
  - (2) commodity;
  - (3) location, grade and brand;
  - (4) quantity;
  - (5) the unit price (per pound);
  - (6) total price;
  - (7) company name;
  - (8) title and signature of authorized Contractor's representative; and
  - (9) initials signifying compliance with I.3 and I.4.
- f. Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- g. Quotes must be received by 1:00 p.m., local time, Ft. Belvoir, VA, the Wednesday following the Offering and shall remain valid for two business days after the time set for receipt of quotes.
- h. If its quote is accepted by the Government within two business days after the time set for receipt of Quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed Section I.1. Quote/Award Form.

## C.2 Web Site Information (JAN 02)

a. The Government shall not be responsible for any technical problems related to the publication of the Request for Quotes on the Internet, including but not limited to, any difficulties in accessing the site.

b. Quoters experiencing problems accessing the web site on sales for any given day should contact one of the following:

Alicia Turrentine	(703) 767-6515
James Jenkins	(703) 767-6529

c. Quoters needing additional information on sales for any given day should contact one of the following:

Dorothy Bowen	(703) 767-5499
Martha Hochberg	(703) 767-5503 or
DNSC Contracting	(703) 767-6500

d. The Government shall not be responsible for any technical problems related to the publication of the Requests for Quotes on the Internet, including but not limited to difficulties encountered by Quoters in attempting to access the requests. Widespread access difficulties or other compromises of the Quote process may provide grounds for canceling a Request for Quotes.

**e. Note: Adobe Acrobat Reader is required to view the attachments on the web site (i.e. Basic Ordering Agreement, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at [www.adobe.com](http://www.adobe.com). There is no charge to download this program.**

## C.3 Minimum/Maximum Quantity (JAN 02)

The minimum quote shall be twenty (20) metric tons (MT) unless a smaller quantity is all that is available for an item. If a smaller quantity is all that is available, then the minimum quote for the item must be for the entire quantity of the item. A quote for less than the minimum quantity will be considered nonresponsive and ineligible for award. The maximum quote shall be the entire quantity posted on the website.

## C.4 Late Submissions, and Modifications of Quotes (JUN 99)

a. Any Quote received at the office designated in the Agreement after the exact time specified for receipt of Quotes will not be considered unless it is received before award is made and –

(1) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotes and was under the Government's control prior to the time set for receipt of Quotes, and the Contracting

(2) It is the only quote received.

b. Any modification to a quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in subparagraph a. of this provision.

c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, or oral testimony or statement of Government personnel.

d. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful Quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.

e. If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension of the time set for receipt of Quotes, the Request for Quotes for that day will be deemed cancelled.

### **C.5 Facsimile Submissions (JUN 99)**

Facsimile Quotes and modifications will be accepted any time prior to the exact time set for receipt of Quotes. Facsimile withdrawals will be accepted any time before the time set for receipt of Quotes. **Quoters must submit Quotes to facsimile number (703) 767-5541.**

a. Definition: "Facsimile submission," as used in this Agreement, means a written quote, modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

b. Quoters must submit facsimile submissions as a response to this Agreement. These responses must arrive at the designated place, by the time specified in the Agreement.

- c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provision of the Agreement, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Quoter agrees to promptly submit the complete original signed submission.
- f. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
  - (1) Receipt of garbled or incomplete submission.
  - (2) Availability or condition of the receiving facsimile equipment.
  - (3) Incompatibility between the sending and receiving equipment.
  - (4) Delay in transmission or receipt of submission.
  - (5) Failure of the Quoter to properly identify the submission.
  - (6) Illegibility of submission.
  - (7) Security of submission data.

#### **C.6 Consideration of Quotes (JUN 99)**

- a. The Government reserves the right to –
  - (1) Reject any or all Quotes;
  - (2) Waive any informalities and minor irregularities in a Quote;
  - (3) Award a quantity less than the quantity quoted at the unit price quoted;
  - (4) Accept any one item or group of items in a Quote, as may be in the best interest of the Government;
- b. Quoters may submit multiple Quotes for multiple quantities at various unit prices and may specify a maximum quantity.

### C.7 Responsiveness of Quotes (JUN 99)

a. To be considered for award, quotes must be responsive. A responsive quote is one that **fully complies** with the terms of the Agreement and in which the intent of the Quoter is clear on its face.

b. A quote must clearly state the unit price (fixed price only) for each line item.

c. Any quote that requires the Government to exercise judgement with respect to quantity or price will render the quote nonresponsive and ineligible for award. For example, failure to fill in the unit price for **each** line item on the Quote/Award Form for which a quote is submitted may render the quote(s) nonresponsive and ineligible for award.

d. Any quote submitted for less than the minimum quantity set forth in C.3 shall be rendered nonresponsive.

e. Any quote that does not include **I.1 Award/Quote Form** fully executed (filled out and signed) will be rendered nonresponsive unless:

(1) The Quoter accepts all terms and conditions of the Agreement; and

(2) Award on the quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of this Agreement.

f. Quotes that reject, modify or add terms, conditions or provisions shall render the quote nonresponsive and ineligible for award.

### C.8 Evaluation of Quotes (JUN 99)

a. Quotes will be evaluated on the basis of prices offered, as may be adjusted by any special terms previously negotiated.

b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section B.

### C.9 Tie Quote Procedures (JUN 99)

In the event that quotes of an equal unit price are received and there is insufficient quantity of material offered to satisfy all tie quotes, lots will be drawn to determine the successful quoter for the material.

### C.10 Contract Award (JUN 99)

A written award or acceptance of a quote signed by the Contracting Officer and furnished to the successful Quoter(s) within two business days of the time set for receipt

of Quotes shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed Section I.1 Quote/Award Form.

**C.11 Unsuccessful Quoters (JUN 99)**

The Contract Specialist will notify unsuccessful Quoters telephonically at the earliest practicable time.



## **SECTION D – PAYMENT**

### **D.1 Payment (FEB 98)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, company or bank check.
  - (1) Wire transfer payment shall be made in accordance with instructions in Section J.4. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
  - (2) All checks must be drawn on a U.S. Domestic bank or on a United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service – Columbus (DFAS – Columbus)**. If a check is not made payable to DFAS – Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number (if any), and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable  
Defense National Stockpile Center  
8725 John J Kingman Road, STE 3229  
Fort Belvoir, VA 22060-6223
- d. Invoices issued for material adjustments, for variations in quantity or weight, late fees, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a “demand” letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government’s demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be shipped until all delinquent charges are paid. (See Sections F.1a. and G.11.)

**D.2 Payment Due Date (JUN 99)**

- a. Payment due dates will be applied as follows:
  - (1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed Section I.1 Quote/Award Form.
  - (2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after DNSC receives current, accurate, and complete Shipping Instructions. If the Contractor fails to make prompt payment, the Government, at its sole discretion, may revoke payment terms. DNSC will monitor payment terms closely.
- b. If payment is not received by 11:00 a.m. local time, on the payment due date, payment will not be credited until the next Government business day. Interest and late fees will accrue accordingly.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

**D.3 Interest (JUN 99)**

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph b. below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section I.1 Quote/Award Form or
  - (2) The date of the first written demand for payment under the contract.

## **SECTION E – MATERIAL REMOVAL**

### **E.1 Removal of Material (JAN 02)**

- a. The Contractor shall remove the material based upon the quantity awarded. The contract period begins on the date of contract award. The periods are as follows:

<u>METRIC TONS</u>	<u>CONTRACT PERIOD</u>
0 - 1,000	30 calendar days
1,001 - 2,500	60 calendar days
2,501 and over	90 calendar days

- b. If the Contractor fails to pay for and remove the material on or before the last day of the contract removal period, the Contractor will be considered delinquent and no material will be shipped until payment has been received.
- c. The contract performance period includes Saturday, Sunday, and holidays. If the last day of the contract period is a Saturday, Sunday, or a holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

### **E.2 Storage Charges (JUL 97)**

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section G.8 Default of the Solicitation.
- b. The storage charge is the greater of the following:
- (1) **\$0.005 per pound** or fraction thereof (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or
  - (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See Section G.8 Default).

## **SECTION F – SHIPPING**

### **F.1 Request for Shipment (MAY 02)**

a. Handling and outloading will be by and at the expense of the Contractor. Delivery is F.O.B. carrier's conveyance. At least **five (5)** working days prior to the date shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously the Contractor shall complete and fax the form in Section J.3 Shipping Instructions (JAN 95) to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section I.6 as being authorized to request shipment of material on behalf of the Contractor. **No material will be released under the provisions of this or any other contract the Contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.**

b. "Shipping Instructions" shall include the following:

- (1) Quantity of material to be shipped.
- (2) Designation of type and kind of conveyance.
- (3) Name of the carrier (please include a telephone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional)
- (6) Desired shipping schedule.
- (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
- (8) Any additional pertinent information.

c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section J.2.

d. If outloading is to be accomplished by truck, the Government will provide lumber and nails from available stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The Contractor's designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.

e. If outloading is to be accomplished by rail, the Government will provide materials and will block, chock, brace, and/or band as necessary to secure the cargo. The Government will not be responsible for demurrage charges.

f. Contractor will be responsible for demurrage charges, damage to rail tracks and switches, or any costs associated with derailment.

g. The Contractor, its agents and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.

h. Requests for shipment shall be for a minimum of **20 MT, or if the remaining balance is less than 20 MT, then for the balance at the location.** Shipping instructions and the information requested in paragraph b., above, are to be furnished to the following address:

ATTN: LEAD Contracting Officer, DNSC-C  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile Number: (703) 767-5411

i. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.

j. The Contractor shall pay \$100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See Section J.2 for identification of unstaffed locations.

## **F.2 Insurance Requirements (APR 95)**

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **F.3 Weighing (APR 02)**

a. Weight of the material sold hereunder shall be determined as follows: the material has been draft weighed on platform scales with an appropriate allowance for any tare weight established by the Government.

b. Weighing has been performed by and at the expense of the Government.

c. Weight certificates shall be prepared by the Government and will be final for payment purposes.

#### **F.4 Weight Discrepancy (JAN 02)**

a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within **two (2) working days** (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.

b. No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

#### **F.5 Assumption of Risk and Disclaimer of Liability (JAN 02)**

The Contractor, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material by the Contractor, Contractor's employees, or any person subject to Contractor's control. The Government assumes no liability for any damages to the property of the Contractor, any other person or property, or any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

#### **F.6 Adjustment for Variation in Quantity or Weight (JAN 95)**

The Government reserves the right to vary the quantity or weight delivered by **5%** from the quantity or weight listed in the Solicitation and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

## **F.7 Environmental Protection (JUN 95)**

### **a. Transportation Requirements**

(1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)

(2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

### **b. Material Safety Data Sheets**

(1) Offerors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.

(2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section J.4) This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.

(3) Offerors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

### **c. Use and Disposition**

(1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Solicitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.

(2) The material offered under this Solicitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

(3) The wood pallets or materials used to package the commodity sold under this Solicitation may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.



**SECTION G – CONTRACT ADMINISTRATION DATA****G.1 Effective Period (JUN 99)**

This Agreement shall be in effect until withdrawn by the Government or superseded by another Agreement.

**G.2 Amendments and Modifications (JAN 95)**

- a. Changes in terms and conditions of this Agreement shall be accomplished by written amendment.
- b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

**G.3 Title (OCT 01)**

Title to the material shall pass to the Contractor upon payment or shipment of material, whichever comes first.

**G.4 Risk of Loss (MAR 02)**

- a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After payment or shipment of material, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

**G.5 Limitation on Government's Liability (JAN 95)**

- a. Except as provided in paragraph b. in any case where liability of the Government to the contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

**G.6 Protests (JUN 99)**

a. Companies protesting any resultant sale under this solicitation may file a protest 1) with the Contracting Officer (see paragraph d.1) , or 2) with the General Accounting Office (see paragraph e), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

**b. Protests Based on Alleged Improprieties in Solicitation**

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In sales where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation. A protest by any person concerning the terms of this Agreement shall be filed before that person submits a completed Basic Ordering Agreement package as specified in Section B. Protests concerning the terms of any Request for Quotes hereunder shall be filed prior to the time set for receipt of Quotes.

**c. Other Protests**

Protests other than those covered by paragraph b of this clause shall be filed not later than 10 calendar days after the basis of protest is known or should have been known (whichever is earlier).

**d. Service of Protest**

(1) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C - (Insert name of the Contracting Officer)  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Ft. Belvoir, VA 22060-6223

(2) Protest shall be served on the DNSC for a decision at a level above the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C, Director, Directorate of  
Stockpile Contracts  
Defense National Stockpile Center  
8725 John J. Kingman Road, STE 3229  
Ft. Belvoir, VA 22060-6223

**e. Receipt of Protest**

A copy of the protest shall be received in the office designated above within one day of filing a protest with the GAO at the following address:

General Counsel  
Attn: Procurement Law Control Group  
U.S. General Accounting Office  
441 G Street, NW  
Washington, DC 20548

**G.7 Disputes (FEB 01)**

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.(2)** below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.
  - (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.
  - (2) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (i) If the Contractor is an individual, the certification shall be executed by that individual.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
    - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to a claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

#### **G.8 Default (JAN 02)**

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
  - (i) Make payment and remove the material within the time specified in this contract or any extension;
  - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
  - (iii) Make progress, so as to endanger performance of this contract; or
  - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying

the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

- (3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions, or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.
- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the price mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract removal period or the date of the termination notice, whichever is earlier.
- d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **G.9 Termination for Convenience of the Government (DEC 97)**

- a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the

withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

#### **G.10 Excusable Delays (MAY 95)**

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if –
  - (1) the delay meets the criteria in paragraph a. above; and
  - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

#### **G.11 Setoff of Funds (JUL 98)**

The Contractor agrees that the Government may use all or a portion of any monies received by Government to satisfy, in whole or in part, any debt (e.g. delinquent payments, interest or storage charges), arising out of this or any other transaction.

#### **G.12 Indemnification Agreement (JAN 02)**

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in conjunction with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (Including salaries of attorneys) incurred by the United States in defending

any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control.

### **G.13 Covenant Against Contingent Fees (JAN 95)**

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in the paragraph, means a person, employed by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or office to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**SECTION H – DEFINITIONS (APR 02)**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b. The terms “Quoter”, “Purchaser”, or “Contractor” may be used interchangeably.
- c. The term “Agreement” means the BOA, Acceptance Letter, Quote/Award Form and executed Agreement.
- d. The terms “shall” and “must” are used interchangeably.



**SECTION I – SUBMITTALS****COMPLETE AND RETURN THE FOLLOWING:****SUBMISSION IN RESPONSE TO THIS SOLICITATION:****Basic Ordering Agreement Cover Page**

- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)—Initial Submission
- I.5 Type of Business Organization (APR 96)
- I.6 Persons Authorized to Request Shipment of Material (FEB 98)
- I.7 Contractor's Billing Address (JUL 96)

Sec. B Financial Information as appropriate in response to Section B, Item 3.

**AT THE TIME OF WEEKLY QUOTE SUBMISSION:**

***I.1 The following clauses are self-certified by the Quoter on the I.1 Quote/Award Form at the time of Quote submission:***

- I.3 Certificate of Independent Price Determination (JAN 02)
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

**I.1 Quote/Award Form (MAY 02)**

<b>QUOTE/AWARD FORM UNDER DLA-LEAD-005</b>		<b>CONTRACT NUMBER</b> SP0833- -S-		<b>PAGE</b> 1 of	
FROM: _____ _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: LEAD CONTRACTING OFFICER, DNSC-C3 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060 FAX: (703) 767-5494			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: <b>(703) 767-5541</b>		INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 3229 FORT BELVOIR, VA 22060		
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Basic Ordering Agreement (BOA), DLA-LEAD-005. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award Form, the terms of the Quote/Award Form govern.					
<b>ITEM</b>	<b>PROPERTY DESCRIPTION AND LOCATION</b>	<b>QUANTITY (No. of Units)</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>CONTRACTOR QUOTE:</b>					
Quote was prepared in accordance with I.3 and I.4 of the solicitation _____ (Offeror's initials required)					
<b>AWARD BY THE GOVERNMENT</b>					
CONTRACT PERIOD EXPIRES ON:					
<b>EXECUTION BY CONTRACTOR</b>			<b>ACCEPTANCE BY GOVERNMENT</b>		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY:		DATE:
NAME/SIGNATURE OF CONTRACTOR					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE (Type or print name and title under signature)			NAME AND TITLE OF CONTRACTING OFFICIAL		
Name: _____			Name: _____		
Title: _____			Title: _____		
Telephone Number: ( ) _____					
Facsimile Number: ( ) _____					

					APPROX.	APPROX.	QUANTITY	UNIT		
				QUANTITY	WT. PER	WT. PER	BID	PRICE	UNIT PRICE	TOTAL
ITEM	LOCATION	GRADE	BRAND	(METRIC TONS)	INGOT (LB)	BUNDLE (LB)	(MT)	PER/LB	MULTIPLIER	PRICE
27	SOMERVILLE, NJ	CHEMICAL	FEDERAL	8	100	2,250			2204.6	
40	SOMERVILLE, NJ	COMMON DESILVERIZED	OMAHA & GRANT	842	722	2,300			2204.6	
39	SOMERVILLE, NJ	COMMON DESILVERIZED	PENNAROYA	1	96	2,431			2204.6	
19	SOMERVILLE, NJ	CORRODING (A)	CMFYAM	1	100	2,253			2204.6	
84	SOMERVILLE, NJ	CORRODING (A)	ILLINOIS	0.30	96	672			2204.6	
85	SOMERVILLE, NJ	UNKNOWN	UNKNOWN	0.22	80	480			2204.6	
60	HAMMOND, IN	CHEMICAL	FEDERAL	5,693	100	2,500			2204.6	
81	HAMMOND, IN	CHEMICAL	ST JOE	12,487	100	2,503			2204.6	
70	NEW HAVEN, IN	CHEMICAL	FEDERAL	8,174	99	2,276			2204.6	
83	NEW HAVEN, IN	CHEMICAL	ST. JOE	3,656	99	2,280			2204.6	
41	MARIETTA, PA	CHEMICAL	ST. JOE	3,769	99	2,480			2204.6	
91	MARIETTA, PA	CORRODING	Bunker Hill	2,799	100	2,500			2204.6	
92	MARIETTA, PA	CORRODING	ILR	1,099	100	2,450			2204.6	
93	MARIETTA, PA	CORRODING	OMAHA GRANT	5,885	100	2,500			2204.6	
94	MARIETTA, PA	CORRODING	USS ELECT	864	110	2,750			2204.6	
95	MARIETTA, PA	CORRODING	DOE RUN	469	100	2,500			2204.6	
42	MECHANICSBURG, PA	CORRODING	BROKEN HILL	5,490	56	2,374			2204.6	
43	MECHANICSBURG, PA	COMMON DESILVERIZED	RAFFINIATES HARTZ-BLEI	1,943	110	2,742			2204.6	
44	MECHANICSBURG, PA	COMMON DESILVERIZED	MECHERNIC RHEINPREUSSEN	1,558	103	3,076			2204.6	
45	MECHANICSBURG, PA	COMMON DESILVERIZED	ESCHWEILLER RAFFINE	440	111	2,784			2204.6	
46	MECHANICSBURG, PA	CHEMICAL	ST. JOE	517	99	2,482			2204.6	
47	MECHANICSBURG, PA	CORRODING	P.Z. MAROC	1,417	101	2,526			2204.6	

NAME AND TITLE

SIGNATURE

DATE:

**I.3 Certificate of Independent Price Determination (JAN 02)****a. The Contractor certifies that:**

- (1) The prices in each quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each quote, (ii) the intention to submit a quote, or (iii) the methods or factors used to calculate the price quoted;
- (2) The prices in each quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a quote for purposes of restricting competition.

**b. Each signature on the quote is considered to be a certification by the signatory that the signatory:**

- (1) Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent;  
  
(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.

**c. If the Quoter deletes or modifies subparagraph a.(2) above, the Quoter must furnish with its Quote a signed statement setting forth in detail the circumstances of the disclosure.**

**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)**

a. (1) The Contractor certifies, to the best of its knowledge and belief, that –

(i) The Contractor and/or any of its Principals –

(A) Are (\_\_\_\_) are not (\_\_\_\_) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have (\_\_\_\_) have not (\_\_\_\_), within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and

(C) Are (\_\_\_\_) are not (\_\_\_\_) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision a.(1)(i)(B) of this provision.

(D) Are (\_\_\_\_) are not (\_\_\_\_) presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;

(E) Have (\_\_\_\_) have not (\_\_\_\_) within the three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Contractor has (\_\_\_\_) has not (\_\_\_\_), within a three-year period preceding this Agreement, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (3) If the Contractor answers affirmatively to anything in a.(1), above, the Contractor shall include in its Agreement an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Agreement. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting officer may render the Contractor nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Agreement for default.

### **I.5 Type of Business Organization (APR 96)**

The Contractor represents that –

- a. It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, or ( ) a joint venture.
- b. If the Contractor is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture, or ( ) a corporation registered for business in \_\_\_\_\_ (country)
- c. If the Contractor is a corporation, it is ( ) independent (not owned or controlled by another company), ( ) owned or controlled by \_\_\_\_\_ corporation company registered for business in \_\_\_\_\_ (state/country).

- d. If the Contractor is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): \_\_\_\_\_
- e. The Contractor agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

**I.6 Persons Authorized to Request Shipment of Material (FEB 98)**

The Contractor shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section J.3 Shipping Instructions:

---

Typed Name

---

Title

---

Signature

---

Telephone

---

Typed Name

---

Title

---

Signature

---

Telephone

---

Typed Name

---

Title

---

Signature

---

Telephone

**I.7 Contractor's Billing Address (JUL 96)**

The Contractor shall provide its billing address and billing facsimile number below, if different from the address in Section I.1 Quote/Award Form.

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**SECTION J – LIST OF ATTACHMENTS**

- J.1 Analyses of DNSC Lead (MAY 02)
- J.2 Storage Locations (MAY 02)
- J.3 Shipping Instructions (JAN 95)
- J.4 Material Safety Data Sheet (MAY 02)
- J.5 Fedwire Procedures (JAN 95)

## J.1 Analyses of DNSC Lead (MAY 02)

DLA-LEAD-005

41 of 57

Depot	Brand	Type	Dross (%)	Min. by Diff. Pb (%)	Max. Sb (%)	Max. As (%)	Percent by Weight (Dry Basis)								
							Max. Sn (%)	Max. Cu (%)	Max. Ag (%)	Max. Bi (%)	Max. Zn (%)	Max. Te (%)	Max. Ni (%)	Max. Fe (%)	
Somerville, NJ	Federal	Chemical	0.38	99.932	<0.0001	<0.0001	<0.0002	0.056	0.0073	0.0002	<0.0005	<0.0001	0.0036	<0.0001	
Somerville, NJ	Federal	Chemical	0.38	99.925	<0.0001	<0.0001	<0.0002	0.061	0.0095	0.0003	<0.0005	<0.0001	0.0027	<0.0001	
Somerville, NJ	Omaha & Grant	Com. Desilv.	0.59	99.929	<0.0001	<0.0001	<0.0002	0.0004	0.0007	0.069	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	Omaha & Grant	Com. Desilv.	0.54	99.926	<0.0001	<0.0001	<0.0002	0.0003	0.0014	0.071	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	Omaha & Grant	Com. Desilv.	0.51	99.935	<0.0001	<0.0001	<0.0002	0.0006	0.0009	0.062	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	Penarroya	Com. Desilv. A	0.66	99.990	0.0007	<0.0001	<0.0002	0.0004	0.0007	0.0072	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	Penarroya	Com. Desilv. A	0.56	99.988	<0.0001	<0.0001	<0.0002	0.0004	0.0008	0.0096	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	Penarroya	Com. Desilv. A	0.74	99.986	0.0015	<0.0001	<0.0002	0.0027	0.0006	0.0080	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	C.M.F.Y.A.M.	Corroding	0.63	99.98	<0.0001	<0.0001	<0.0002	<0.0001	0.0002	0.016	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	C.M.F.Y.A.M.	Corroding	0.48	99.98	<0.0001	<0.0001	<0.0002	<0.0001	<0.0001	0.018	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	C.M.F.Y.A.M.	Corroding	0.70	99.97	<0.0001	<0.0001	<0.0002	<0.0001	0.0001	0.019	<0.0005	<0.0001	<0.0001	<0.0001	
Somerville, NJ	Illinois	Corroding	Unavailable												
Somerville, NJ	Unknown	Unknown	Unavailable												
Hammond, IN	Federal	Chemical	0.47	99.930	<0.0001	<0.0001	<0.0002	0.057	0.0078	0.0002	<0.0005	<0.0001	0.0041	<0.0001	
Hammond, IN	Federal	Chemical	0.51	99.920	<0.0001	<0.0001	<0.0002	0.066	0.0075	0.0001	<0.0005	<0.0001	0.0052	<0.0001	
Hammond, IN	Federal	Chemical	0.31	99.937	<0.0001	<0.0001	<0.0002	0.052	0.0064	0.0001	<0.0005	<0.0001	0.0033	<0.0001	
Hammond, IN	Federal	Chemical	0.41	99.929	<0.0001	<0.0001	<0.0002	0.058	0.0078	0.0001	<0.0005	<0.0001	0.0037	<0.0001	
Hammond, IN	Federal	Chemical	0.45	99.930	<0.0001	<0.0001	<0.0002	0.057	0.0079	0.0001	<0.0005	<0.0001	0.0037	<0.0001	
Hammond, IN	Federal	Chemical	0.46	99.933	<0.0001	<0.0001	<0.0002	0.055	0.0068	0.0002	<0.0005	<0.0001	0.0035	<0.0001	
Hammond, IN	Federal	Chemical	0.44	99.930	<0.0001	<0.0001	<0.0002	0.058	0.0070	0.0001	<0.0005	<0.0001	0.0040	<0.0001	
Hammond, IN	Federal	Chemical	0.53	99.929	<0.0001	<0.0001	<0.0002	0.058	0.0079	0.0002	<0.0005	<0.0001	0.0037	<0.0001	
Hammond, IN	Federal	Chemical	0.33	99.921	<0.0001	<0.0001	<0.0002	0.065	0.0080	0.0001	<0.0005	<0.0001	0.0048	<0.0001	
Hammond, IN	Federal	Chemical	0.39	99.924	<0.0001	<0.0001	<0.0002	0.063	0.0075	0.0003	<0.0005	<0.0001	0.0044	<0.0001	
Hammond, IN	Federal	Chemical	0.38	99.934	<0.0001	<0.0001	<0.0002	0.054	0.0075	0.0002	<0.0005	<0.0001	0.0034	<0.0001	
Hammond, IN	Federal	Chemical	0.36	99.921	<0.0001	<0.0001	<0.0002	0.065	0.0078	0.0001	<0.0005	<0.0001	0.0052	<0.0001	
Hammond, IN	Federal	Chemical	0.36	99.930	<0.0001	<0.0001	<0.0002	0.057	0.0090	0.0002	<0.0005	<0.0001	0.0031	<0.0001	
Hammond, IN	St. Joe	Chemical	0.46	99.923	<0.0001	<0.0001	<0.0002	0.064	0.0065	0.0002	<0.0005	<0.0001	0.0053	<0.0001	

## J.1 Analyses of DNSC Lead (MAY 02)

DLA-LEAD-005

42 of 57

Depot	Brand	Type	Dross (%)	Min. by Diff. Pb (%)	Max. Sb (%)	Max. As (%)	Percent by Weight (Dry Basis)					Max. Bi (%)	Max. Zn (%)	Max. Te (%)	Max. Ni (%)	Max. Fe (%)
							Max. Sn (%)	Max. Cu (%)	Max. Ag (%)	Max. Cd (%)	Max. Hg (%)					
Hammond, IN	St. Joe	Chemical	0.42	99.924	<0.0001	<0.0001	<0.0002	0.063	0.0069	0.0002	<0.0005	<0.0001	0.0044	<0.0001		
Hammond, IN	St. Joe	Chemical	0.46	99.932	<0.0001	<0.0001	<0.0002	0.056	0.0068	0.0002	<0.0005	<0.0001	0.0038	<0.0001		
Hammond, IN	St. Joe	Chemical	0.36	99.923	<0.0001	<0.0001	<0.0002	0.064	0.0065	0.0002	<0.0005	<0.0001	0.0053	<0.0001		
Hammond, IN	St. Joe	Chemical	0.31	99.930	<0.0001	<0.0001	<0.0002	0.058	0.0063	0.0001	<0.0005	<0.0001	0.0040	<0.0001		
Hammond, IN	St. Joe	Chemical	0.53	99.918	<0.0001	<0.0001	<0.0002	0.068	0.0065	0.0002	<0.0005	<0.0001	0.0061	<0.0001		
Hammond, IN	St. Joe	Chemical	0.38	99.925	<0.0001	<0.0001	<0.0002	0.062	0.0068	0.0001	<0.0005	<0.0001	0.0050	<0.0001		
Hammond, IN	St. Joe	Chemical	0.50	99.924	<0.0001	<0.0001	<0.0002	0.063	0.0072	0.0001	<0.0005	<0.0001	0.0046	<0.0001		
Hammond, IN	St. Joe	Chemical	0.48	99.921	<0.0001	<0.0001	<0.0002	0.062	0.0074	0.0007	<0.0005	<0.0001	0.0076	<0.0001		
Hammond, IN	St. Joe	Chemical	0.46	99.926	<0.0001	<0.0001	<0.0002	0.061	0.0066	0.0002	<0.0005	<0.0001	0.0049	<0.0001		
Hammond, IN	St. Joe	Chemical	0.37	99.917	<0.0001	<0.0001	<0.0002	0.069	0.0072	0.0002	<0.0005	<0.0001	0.0058	<0.0001		
Hammond, IN	St. Joe	Chemical	0.36	99.927	<0.0001	<0.0001	<0.0002	0.060	0.0068	0.0002	<0.0005	<0.0001	0.0045	<0.0001		
Hammond, IN	St. Joe	Chemical	0.38	99.929	<0.0001	<0.0001	<0.0002	0.059	0.0067	0.0002	<0.0005	<0.0001	0.0043	<0.0001		
New Haven, IN	Federal	Chemical	0.45	99.928	<0.0001	<0.0001	<0.0002	0.063	0.0046	0.0002	<0.0005	<0.0001	0.0034	<0.0001		
New Haven, IN	Federal	Chemical	0.45	99.927	0.0001	<0.0001	<0.0002	0.063	0.0048	0.0002	<0.0005	<0.0001	0.0042	<0.0001		
New Haven, IN	Federal	Chemical	0.44	99.932	0.0001	<0.0001	<0.0002	0.059	0.0044	0.0003	<0.0005	<0.0001	0.0034	<0.0001		
New Haven, IN	Federal	Chemical	0.43	99.925	<0.0001	<0.0001	<0.0002	0.064	0.0049	0.0002	<0.0005	<0.0001	0.0048	<0.0001		
New Haven, IN	Federal	Chemical	0.41	99.936	<0.0001	<0.0001	<0.0002	0.056	0.0045	0.0002	<0.0005	<0.0001	0.0024	<0.0001		
New Haven, IN	Federal	Chemical	0.38	99.935	<0.0001	<0.0001	<0.0002	0.056	0.0051	0.0002	<0.0005	<0.0001	0.0027	<0.0001		
New Haven, IN	Federal	Chemical	0.47	99.925	<0.0001	<0.0001	<0.0002	0.064	0.0052	0.0002	<0.0005	0.0001	0.0044	<0.0001		
New Haven, IN	Federal	Chemical	0.45	99.918	<0.0001	<0.0001	<0.0002	0.069	0.0061	0.0002	<0.0005	<0.0001	0.0053	<0.0001		
New Haven, IN	Federal	Chemical	0.42	99.928	<0.0001	<0.0001	<0.0002	0.062	0.0048	0.0002	<0.0005	<0.0001	0.0035	<0.0001		
New Haven, IN	Federal	Chemical	0.42	99.930	<0.0001	<0.0001	<0.0002	0.061	0.0048	0.0002	<0.0005	<0.0001	0.0030	<0.0001		
New Haven, IN	Federal	Chemical	0.48	99.919	<0.0001	<0.0001	<0.0002	0.069	0.0052	0.0002	<0.0005	<0.0001	0.0051	<0.0001		
New Haven, IN	Federal	Chemical	0.59	99.937	<0.0001	<0.0001	<0.0002	0.054	0.0041	0.0002	<0.0005	<0.0001	0.0038	<0.0001		
New Haven, IN	St. Joe	Chemical	0.57	99.925	<0.0001	<0.0001	<0.0002	0.064	0.0059	0.0003	<0.0005	<0.0001	0.0035	<0.0001		
New Haven, IN	St. Joe	Chemical	0.37	99.923	0.0001	<0.0001	<0.0002	0.065	0.0060	0.0002	<0.0005	<0.0001	0.0044	<0.0001		
New Haven, IN	St. Joe	Chemical	0.50	99.930	<0.0001	<0.0001	<0.0002	0.059	0.0060	0.0002	<0.0005	<0.0001	0.0041	<0.0001		
New Haven, IN	St. Joe	Chemical	0.47	99.929	<0.0001	<0.0001	<0.0002	0.060	0.0051	0.0002	<0.0005	<0.0001	0.0043	<0.0001		
Marietta, PA	St. Joe	Chemical	0.58	99.932	<0.0001	<0.0001	<0.0002	0.056	0.0067	0.0002	<0.0005	<0.0001	0.0040	<0.0001		
Marietta, PA	St. Joe	Chemical	0.52	99.933	<0.0001	<0.0001	<0.0002	0.056	0.0060	0.0001	<0.0005	<0.0001	0.0035	<0.0001		
Marietta, PA	St. Joe	Chemical	0.55	99.924	0.0001	<0.0001	<0.0002	0.060	0.010	0.0012	<0.0005	<0.0001	0.0039	<0.0001		
Marietta, PA	St. Joe	Chemical	0.43	99.932	0.0001	<0.0001	<0.0002	0.058	0.0050	0.0002	<0.0005	<0.0001	0.0040	<0.0001		
Marietta, PA	St. Joe	Chemical	0.28	99.924	<0.0001	<0.0001	<0.0002	0.064	0.0065	0.0001	<0.0005	<0.0001	0.0048	<0.0001		

## J.1 Analyses of DNSC Lead (MAY 02)

DLA-LEAD-005

43 of 57

Depot	Brand	Type	Dross (%)	Min. by Diff. Pb (%)	Max. Sb (%)	Max. As (%)	Percent by Weight (Dry Basis)								
							Max. Sn (%)	Max. Cu (%)	Max. Ag (%)	Max. Bi (%)	Max. Zn (%)	Max. Te (%)	Max. Ni (%)	Max. Fe (%)	
Marietta, PA	Bunker Hill	Corroding Grade A	0.27	99.980	<0.0001	0.0001	<0.0002	<0.0001	0.0002	0.019	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Bunker Hill	Corroding Grade A	0.30	99.990	<0.0001	<0.0001	<0.0002	<0.0001	0.0003	0.0086	<0.0005	<0.0001	<0.0001	0.0001	
Marietta, PA	Bunker Hill	Corroding Grade A	0.25	99.980	<0.0001	<0.0001	<0.0002	<0.0001	0.0003	0.018	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Bunker Hill	Corroding Grade A	0.23	99.980	<0.0001	<0.0001	<0.0002	<0.0001	0.0001	0.019	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Bunker Hill	Corroding Grade A	0.25	99.980	<0.0001	<0.0001	<0.0002	<0.0001	0.0001	0.019	<0.0005	<0.0001	<0.0001	0.0001	
Marietta, PA	ILR	Corroding Grade A	0.28	99.989	<0.0001	<0.0001	<0.0002	<0.0001	0.0002	0.0095	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	ILR	Corroding Grade A	0.28	99.991	<0.0001	<0.0001	<0.0002	<0.0001	0.0001	0.0077	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	ILR	Corroding Grade A	0.32	99.989	<0.0001	<0.0001	<0.0002	0.0001	0.0003	0.0093	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Omaha-Grant	Corroding Grade A	0.35	99.985	<0.0001	<0.0001	<0.0002	0.0003	0.0006	0.013	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Omaha-Grant	Corroding Grade A	0.54	99.977	<0.0001	<0.0001	<0.0002	0.0003	0.0003	0.021	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Omaha-Grant	Corroding Grade A	0.28	99.982	<0.0001	<0.0001	<0.0002	0.0004	0.0005	0.016	<0.0005	0.0001	<0.0001	<0.0001	
Marietta, PA	Omaha-Grant	Corroding Grade A	0.28	99.983	<0.0001	<0.0001	<0.0002	0.0004	0.0006	0.015	<0.0005	0.0001	<0.0001	<0.0001	
Marietta, PA	Omaha-Grant	Corroding Grade A	0.23	99.982	<0.0001	<0.0001	<0.0002	0.0004	0.0006	0.016	<0.0005	0.0001	<0.0001	<0.0001	
Marietta, PA	USS Electro	Corroding Grade A	0.81	99.998	0.0004	<0.0001	<0.0002	0.0004	0.0001	0.0004	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	USS Electro	Corroding Grade A	0.92	99.998	0.0005	<0.0001	<0.0002	0.0004	0.0001	0.0004	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.25	99.993	<0.0001	<0.0001	<0.0002	<0.0001	0.0003	0.0050	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.28	99.994	0.0001	<0.0001	<0.0002	<0.0001	0.0003	0.0044	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.04	99.994	0.0001	<0.0001	<0.0002	<0.0001	0.0002	0.0041	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.10	99.992	0.0001	<0.0001	<0.0002	<0.0001	0.0010	0.0048	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.18	99.995	0.0001	<0.0001	<0.0002	<0.0001	0.0005	0.0031	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.14	99.993	<0.0001	<0.0001	<0.0002	<0.0001	0.0003	0.0045	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.24	99.993	<0.0001	<0.0001	<0.0002	<0.0001	0.0002	0.0050	<0.0005	<0.0001	<0.0001	<0.0001	
Marietta, PA	Doe Run	Corroding	0.19	99.993	<0.0001	<0.0001	<0.0002	<0.0001	0.0002	0.0050	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.70	99.99	0.0023	<0.0001	<0.0002	<0.0001	0.0005	0.0040	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	1.34	99.99	0.0011	<0.0001	<0.0002	<0.0001	<0.0001	0.0041	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.97	99.99	0.0025	<0.0001	<0.0002	0.0011	0.0003	0.0037	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	1.25	99.99	0.0031	<0.0001	<0.0002	0.0011	0.0001	0.0040	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.97	99.99	0.0022	<0.0001	<0.0002	<0.0001	<0.0001	0.0034	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	1.09	99.99	0.0035	<0.0001	<0.0002	<0.0001	<0.0001	0.0047	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.95	99.99	0.0031	<0.0001	<0.0002	<0.0001	<0.0001	0.0032	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.77	99.99	0.0036	<0.0001	0.0019	<0.0001	<0.0001	0.0031	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.66	99.99	0.0043	<0.0001	0.0007	0.0003	0.0001	0.0030	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.82	99.99	0.0028	<0.0001	0.0004	<0.0001	<0.0001	0.0043	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.92	99.99	0.0026	<0.0001	<0.0002	<0.0001	<0.0001	0.0047	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.82	99.99	0.0024	<0.0001	0.0002	<0.0001	0.0004	0.0043	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.63	99.99	0.0023	<0.0001	<0.0002	0.0002	0.0002	0.0048	<0.0005	<0.0001	<0.0001	<0.0001	
Mechanicsburg, PA	Broken Hill	Corroding	0.76	99.99	0.0025	<0.0001	<0.0002	0.0002	0.0001	0.0048	<0.0005	<0.0001	<0.0001	<0.0001	

## J.1 Analyses of DNSC Lead (MAY 02)

DLA-LEAD-005

44 of 57

Depot	Brand	Type	Dross (%)	Min. by Diff. Pb (%)	Max. Sb (%)	Max. As (%)	Percent by Weight (Dry Basis)							
							Max. Sn (%)	Max. Cu (%)	Max. Ag (%)	Max. Bi (%)	Max. Zn (%)	Max. Te (%)	Max. Ni (%)	Max. Fe (%)
Mechanicsburg, PA	Broken Hill	Corroding	0.75	99.99	0.0022	<0.0001	<0.0002	0.0005	0.0002	0.0044	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.85	99.99	0.0019	<0.0001	<0.0002	0.0002	0.0001	0.0045	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.70	99.99	0.0016	<0.0001	<0.0002	<0.0001	0.0002	0.0037	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.80	99.99	0.0021	<0.0001	<0.0002	0.0001	0.0001	0.0039	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.80	99.99	0.0028	<0.0001	<0.0002	0.0003	0.0001	0.0056	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.76	99.99	0.0033	<0.0001	<0.0002	<0.0001	<0.0001	0.0042	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.65	99.99	0.0018	<0.0001	<0.0002	<0.0001	0.0001	0.0043	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.88	99.99	0.0018	<0.0001	<0.0002	0.0001	0.0001	0.0033	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.88	99.99	0.0023	<0.0001	<0.0002	<0.0001	0.0001	0.0043	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.86	99.99	0.0028	<0.0001	<0.0002	<0.0001	<0.0001	0.0054	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.95	99.99	0.0028	<0.0001	<0.0002	<0.0001	0.0001	0.0044	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.76	99.99	0.0025	<0.0001	<0.0002	0.0008	0.0001	0.0044	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Broken Hill	Corroding	0.67	99.98	0.0038	<0.0001	<0.0002	0.0006	0.0001	0.0047	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Raffiniates Harz-Blei	Common Desil.	0.46	99.99	0.0001	<0.0001	<0.0002	0.0001	0.0006	0.0042	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Raffiniates Harz-Blei	Common Desil.	0.36	99.99	<0.0001	<0.0001	<0.0002	<0.0001	0.0005	0.0041	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Mechernich Rheinpreussen	Common Desil.	0.78	99.99	0.0037	<0.0001	<0.0002	0.0001	0.0007	0.0004	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Mechernich Rheinpreussen	Common Desil.	0.90	99.99	0.0018	<0.0001	<0.0002	<0.0001	0.0010	0.0008	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	Eschweiler Raffine	Common Desil.	0.65	99.97	0.0027	<0.0001	<0.0002	0.0002	0.0019	0.017	<0.0005	<0.0001	<0.0001	<0.0001
Mechanicsburg, PA	St. Joe	Chemical	0.48	99.93	0.0001	<0.0001	<0.0002	0.056	0.0068	0.0002	<0.0005	<0.0001	<0.0037	<0.0001
Mechanicsburg, PA	St. Joe	Chemical	0.38	99.93	0.0001	<0.0001	<0.0002	0.055	0.0067	0.0001	<0.0005	<0.0001	0.0037	<0.0001
Mechanicsburg, PA	P.Z. Maroc	Corroding	0.37	99.99	<0.0001	<0.0001	<0.0002	0.0001	0.0002	0.0001	<0.0005	<0.0001	<0.0001	<0.0001

<u>SITE</u>	<u>HOURS</u>	<u>DAYS</u>	<u>AVAILABLE TRANSPORTATION</u>
<b>SOMERVILLE, NJ</b> <b>(908) 725-6400</b>	0700 - 1500 0800 - 1500	MONDAY - THURSDAY FRIDAY	TRUCK
<b>MARIETTA, PA</b> <b>(Unstaffed Location -</b> <b>Contact Somerville, NJ Depot)</b> <b>(908) 725-6400</b>	1130-1445 0700-1445 0700-1130	MONDAY TUESDAY-THURSDAY FRIDAY	TRUCK
<b>HAMMOND, IN</b> <b>(219) 937-5383</b>	0730 - 1530 0815 - 1430	MONDAY - THURSDAY FRIDAY	TRUCK & RAIL
<b>NEW HAVEN, IN</b> <b>(260) 749-5953</b>	0730-1500	MONDAY - FRIDAY	TRUCK
<b>MECHANICSBURG, PA</b> <b>(Unstaffed Location -</b> <b>Contact Curtis Bay, MD Depot)</b> <b>(410) 962-2346</b>	0900-1430 0700-1430 0700-1130	MONDAY TUESDAY-THURSDAY FRIDAY	TRUCK

**Defense Logistics Agency**  
**Defense National Stockpile Center**  
**ATTN: Mary Jackson**  
**8725 John J. Kingman Road Suite 3229**  
**Ft. Belvoir, VA 22060-6223**

**Telephone Number: (703) 767-7606**  
**Facsimile Number: (703) 767-7608**

**J.3 Shipping Instructions (JAN 95)**

Shipping Request Number: \_\_\_\_\_

**SHIPPING INSTRUCTIONS**

1. a. Contractor: \_\_\_\_\_  
b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_
2. a. DNSC Contract No \_\_\_\_\_ b. Commodity: LEAD
3. Item/Pile: \_\_\_\_\_
4. Depot: \_\_\_\_\_
5. a. Quantity: \_\_\_\_\_  
b. Unit Price: \_\_\_\_\_ c. Total Dollar Value: \_\_\_\_\_
6. Shipping Method: \_\_\_\_\_
7. a. Carrier Name: \_\_\_\_\_  
b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_
8. Date Shipment Desired: \_\_\_\_\_
9. Ship To: \_\_\_\_\_  
\_\_\_\_\_
10. Minimum Load: \_\_\_\_\_
11. a. Outloader: \_\_\_\_\_ b. Telephone No.: \_\_\_\_\_
12. a. Sampler: \_\_\_\_\_ b. Telephone No.: \_\_\_\_\_
13. Copy of Payment Attached: Yes \_\_\_\_\_ No \_\_\_\_\_
14. Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. Contractor's Signature: \_\_\_\_\_  
Date Telephone
16. Release Approved and Authorized: \_\_\_\_\_  
Contracting Officer Date

## J.4 Material Data Safety Sheet (May 02)

DLA12510 Page 001 of 010

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### SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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DEFENSE LOGISTICS AGENCY                      EMERGENCY TELEPHONE NUMBER:  
DEFENSE NATIONAL STOCKPILE CENTER              1-800-424-9300 (NORTH AMERICA)  
8725 JOHN J. KINGMAN ROAD                      1-703-527-3887 (INTERNATIONAL)  
SUITE 3339  
FORT BELVOIR, VA 22060-6223

SUBSTANCE: LEAD

TRADE NAMES/SYNONYMS:  
C.I. PIGMENT METAL 4; C.I. 77575; LEAD FLAKE; KS-4; LEAD S 2; SI; SO; PLUMBUM;  
S0; PB-S 100; LEAD ELEMENT; L-18; L-24; L-29; L-27; T-134; 40BP, 80BP, 100BP,  
200BP, FP, SFP (SCM METAL PRODUCTS INC); PB; LEAD GRANULES; DLA12510; RTECS  
OF7525000

CHEMICAL FAMILY: metal

CREATION DATE: Jul 01 1992

REVISION DATE: Sep 18 2001

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### SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

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COMPONENT: LEAD  
CAS NUMBER: 7439-92-1  
EC NUMBER (EINECS): 231-100-4  
PERCENTAGE: 99.8

OTHER CONTAMINANTS:  
BISMUTH, COPPER, ARSENIC, ANTIMONY, TIN, IRON, SILVER, ZINC

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### SECTION 3 HAZARDS IDENTIFICATION

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NFPA RATINGS (SCALE 0-4): HEALTH=1 FIRE=0 REACTIVITY=0

#### EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Bluish-white, silvery gray, heavy, malleable metal in  
pig, ingot or tub form.

MAJOR HEALTH HAZARDS: birth defects, suspect cancer hazard (in animals)

PHYSICAL HAZARDS: Dust/air mixtures may ignite or explode.

#### POTENTIAL HEALTH EFFECTS:

##### INHALATION:

SHORT TERM EXPOSURE: irritation, metallic taste, vomiting, digestive  
disorders, headache, disorientation, tingling sensation, kidney damage,  
nerve damage, paralysis, reproductive effects, effects on the brain,  
convulsions

LONG TERM EXPOSURE: black lines on the gums, visual disturbances, impotence,  
sterility, reproductive effects, coma



DLA12510 Page 002 of 010

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: same as effects reported in short term exposure

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: same as effects reported in short term exposure

INGESTION:

SHORT TERM EXPOSURE: same as effects reported in short term inhalation,  
kidney damage, nerve damage, reproductive effects

LONG TERM EXPOSURE: same as effects reported in long term inhalation

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: Yes

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SECTION 4 FIRST AID MEASURES  
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INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

SKIN CONTACT: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

INGESTION: DO NOT induce vomiting. Never make an unconscious person vomit or drink fluids. If vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, turn head to side. Get medical attention.

ANTIDOTE: dextrose/water, intravenous; mannitol solution, intravenous; dimercaprol, intramuscular; calcium disodium edetate/procaine, intramuscular; penicillamine, oral.

NOTE TO PHYSICIAN: For ingestion, consider gastric lavage, catharsis and activated charcoal slurry.

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SECTION 5 FIRE FIGHTING MEASURES  
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FIRE AND EXPLOSION HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

EXTINGUISHING MEDIA: regular dry chemical, carbon dioxide, water, regular foam

Large fires: Use regular foam or flood with fine water spray.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas. Use extinguishing agents appropriate for surrounding fire.

DLA12510 Page 003 of 010

Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

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## SECTION 6 ACCIDENTAL RELEASE MEASURES

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### WATER RELEASE:

Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

### OCCUPATIONAL RELEASE:

Do not touch spilled material. Stop leak if possible without personal risk. Small spills: Absorb with sand or other non-combustible material. Collect with absorbent into suitable container. Small dry spills: Collect spilled material in appropriate container for disposal. Move containers away from spill to a safe area. Large spills: Dike for later disposal. Keep unnecessary people away, isolate hazard area and deny entry. Clean up residue with a high-efficiency particulate filter vacuum. Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202)426-2675 (USA).

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## SECTION 7 HANDLING AND STORAGE

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STORAGE: Store and handle in accordance with all current regulations and standards. Store in a cool, dry place. Keep separated from incompatible substances.

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## SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

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### EXPOSURE LIMITS:

#### LEAD:

If any employee is exposed to lead for more than 8 hours per day, use the following formula for the maximum permissible limit (in ug(Pb)/m<sup>3</sup>): 400 divided by hours worked in the day.

#### LEAD, INORGANIC FUMES AND DUST (as Pb):

50 ug/m<sup>3</sup> OSHA TWA 8 hour(s)

30 ug/m<sup>3</sup> OSHA action level 8 hour(s)

0.05 mg/m<sup>3</sup> ACGIH TWA

0.100 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)

0.1 mg/m<sup>3</sup> DFG MAK (peak limitation category-III) (inhalable dust fraction)

MEASUREMENT METHOD: Particulate filter; Nitric acid/Hydrogen peroxide; Atomic absorption spectrometry; NIOSH III # 7082, ALSO # 7105

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

DLA12510 Page 004 of 010

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves. OSHA REGULATED SUBSTANCES:  
U.S. OSHA 29 CFR 1910.1025.

RESPIRATOR: The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA.

Lead (Pb)

0.5 mg/m<sup>3</sup>

Any air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

2.5 mg/m<sup>3</sup>

Any air-purifying respirator with a full facepiece and a high-efficiency particulate filter.

50 mg/m<sup>3</sup>

Any powered, air-purifying respirator with a high-efficiency particulate filter.

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.

100 mg/m<sup>3</sup>

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

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## SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

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PHYSICAL DESCRIPTION: Bluish-white, silvery gray, heavy, malleable metal in pig, ingot or tub form.

MOLECULAR WEIGHT: 207.19

MOLECULAR FORMULA: PB

BOILING POINT: 3164 F (1740 C)

MELTING POINT: 622 F (328 C)

VAPOR PRESSURE: 1.3 mmHg @ 970 C

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 11.3

WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: nitric acid, hot concentrated sulfuric acid

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## SECTION 10 STABILITY AND REACTIVITY

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REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Avoid heat, flames, sparks and other sources of ignition.  
Avoid generating dust. Keep out of water supplies and sewers.

INCOMPATIBILITIES: oxidizing materials, halogens, combustible materials,  
peroxides, metals, metal carbide, acids

### LEAD:

AMMONIUM NITRATE: Violent or explosive reaction.

CHLORINE TRIFLUORIDE: Violent reaction.

DISODIUM ACETYLIDE: Trituration in mortar may be violent and liberate  
carbon.

HYDROGEN PEROXIDE (52% OR GREATER): Violent decomposition.

HYDROGEN PEROXIDE (60% SOLUTION) + TRIOXANE: Spontaneously detonable.

METALS (ACTIVE): Incompatible.

NITRIC ACID: Lead-containing rubber may ignite.

OXIDIZERS (STRONG): Incompatible.

SODIUM AZIDE: Forms lead azide and copper azide in copper pipe.

SODIUM CARBIDE: Vigorous reaction.

SULFURIC ACID (HOT): Reacts.

ZIRCONIUM-LEAD ALLOYS: Ignition on impact.

### HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of lead

POLYMERIZATION: Will not polymerize.

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## SECTION 11 TOXICOLOGICAL INFORMATION

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### LEAD:

#### TOXICITY DATA:

450 mg/kg/6 year(s) oral-woman TDLo; 10 ug/m3 inhalation-human TCLo; 1 gm/kg  
intraperitoneal-rat LDLo; 160 mg/kg oral-pigeon LDLo; 1050 ug/kg/30 week(s)  
intermittent oral-rat TDLo; 6879 mg/kg/5 week(s) continuous oral-mouse TDLo;  
20 mg/m3/6 hour(s)-30 day(s) intermittent inhalation-guinea pig TCLo; 200  
ug/m3/6 hour(s)-26 week(s) intermittent inhalation-guinea pig TCLo

CARCINOGEN STATUS: IARC: Human Inadequate Evidence, Animal Sufficient  
Evidence, Group 2B (Lead and inorganic lead compounds)

Renal tumors were produced in animals by lead acetate, subacetate and  
phosphate given orally, subcutaneously or intraperitoneally. No evaluation  
could be made of the carcinogenicity of powdered lead.

ACUTE TOXICITY LEVEL: Insufficient Data.

TARGET ORGANS: nervous system, kidneys, teratogen

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: blood system disorders,  
gastrointestinal disorders, nervous system disorders, respiratory disorders

#### MUTAGENIC DATA:

cytogenetic analysis - human unreported 50 ug/m3; cytogenetic analysis - rat  
inhalation 23 ug/m3 16 week(s); cytogenetic analysis - monkey oral 42 mg/kg

30 week(s)

**REPRODUCTIVE EFFECTS DATA:**

790 mg/kg oral-rat TDLo multigenerations; 1140 mg/kg oral-rat TDLo 14 day(s) pre pregnancy/21 day(s) post pregnancy continuous; 520 mg/kg oral-rat TDLo 7-22 day(s) pregnant female/10 day(s) post pregnancy continuous; 1100 mg/kg oral-rat TDLo 1-22 day(s) pregnant female continuous; 10 mg/m<sup>3</sup> inhalation-rat TCLo/24 hour(s) 1-21 day(s) pregnant female continuous; 3 mg/m<sup>3</sup> inhalation-rat TCLo/24 hour(s) 1-21 day(s) pregnant female continuous; 1120 mg/kg oral-mouse TDLo multigenerations; 6300 mg/kg oral-mouse TDLo 1-21 day(s) pregnant female continuous; 300 mg/kg oral-mouse TDLo 1-2 day(s) pregnant female continuous; 4800 mg/kg oral-mouse TDLo 1-16 day(s) pregnant female continuous; 662 mg/kg oral-domestic animal TDLo 1-21 week(s) pregnant female continuous; 814 mg/kg oral-domestic animal TDLo 5 week(s) pre pregnancy/1-21 week(s) pregnant female continuous; 2118 mg/kg oral-mammal TDLo 15 day(s) post pregnancy continuous

**ADDITIONAL DATA:** May cross the placenta. Smoking may result in higher blood lead levels.

**HEALTH EFFECTS:**

**INHALATION:**

**LEAD:** See information on lead compounds and metal fume fever.

**ACUTE EXPOSURE:**

**LEAD COMPOUNDS:** Absorption of large amounts of lead may cause a metallic taste, thirst, a burning sensation in the mouth and throat, salivation, abdominal pain with severe colic, vomiting, diarrhea of black or bloody stools, constipation, fatigue, sleep disturbances, dullness, restlessness, irritability, memory loss, loss of concentration, delirium, oliguria often with hematuria and albuminuria, encephalopathy with visual failure, paresthesias, muscle pain and weakness, convulsions, and paralysis. Death may result from cardiorespiratory arrest or shock. Survivors of acute exposure may experience the onset of chronic intoxication. Liver effects may include enlargement and tenderness, and jaundice. The fatal dose of absorbed lead is approximately 0.5 grams. Pathological findings include gastrointestinal inflammation and renal tubular degeneration.

**METAL FUME FEVER:** Metal fume fever, an influenza-like illness, may occur due to the inhalation of freshly formed metal oxide particles sized below 1.5 microns and usually between 0.02-0.05 microns. Symptoms may be delayed 4-12 hours and begin with a sudden onset of thirst, and a sweet, metallic or foul taste in the mouth. Other symptoms may include upper respiratory tract irritation accompanied by coughing and a dryness of the mucous membranes, lassitude and a generalized feeling of malaise. Fever, chills, muscular pain, mild to severe headache, nausea, occasional vomiting, exaggerated mental activity, profuse sweating, excessive urination, diarrhea and prostration may also occur. Tolerance to fumes develops rapidly, but is quickly lost. All symptoms usually subside within 24-36 hours.

**CHRONIC EXPOSURE:**

**LEAD COMPOUNDS:** Prolonged or repeated exposure to low levels of lead may result in an accumulation in body tissues and exert adverse effects on the blood, nervous systems, heart, endocrine and immune systems, kidneys, and reproduction. Early stages of lead poisoning, "plumbism", may be evidenced by anorexia, weight loss, constipation, apathy or irritability, occasional

DLA12510 Page 007 of 010

vomiting, fatigue, headache, weakness, metallic taste in the mouth, gingival lead line in persons with poor dental hygiene, and anemia. Loss of recently developed motor skills is generally observed only in children. More advanced stages of poisoning may be characterized by intermittent vomiting, irritability and nervousness, myalgia of the arms, legs, joints and abdomen, paralysis of the extensor muscles of the arms and legs with wrist and/or foot drop. Severe "plumbism" may result in persistent vomiting, ataxia, periods of stupor or lethargy, encephalopathy with visual disturbances which may progress to optic neuritis and atrophy, hypertension, papilledema, cranial nerve paralysis, delirium, convulsions, and coma. Neurologic sequelae may include mental retardation, seizures, cerebral palsy, and dystonia musculorum deformans. Irreversible kidney damage has been associated with industrial exposure. Reproductive effects have been exhibited in both males and females. Paternal effects may include decreased sex drive, impotence, sterility and adverse effects on the sperm which may increase the risk of birth defects. Maternal effects may include miscarriage and stillbirths in exposed women or women whose husbands were exposed, abortion, sterility or decreased fertility, and abnormal menstrual cycles. Lead crosses the placenta and may affect the fetus causing birth defects, mental retardation, behavioral disorders, and death during the first year of childhood. Animal studies indicate that reproductive effects may be additive if both parents are exposed to lead.

**METAL FUME FEVER:** There is no form of chronic metal fume fever, however, repeated bouts with symptoms as described above are quite common. Resistance to the condition develops after a few days of exposure, but is quickly lost in 1 or 2 days.

**SKIN CONTACT:**

**LEAD:** See information on lead compounds.

**ACUTE EXPOSURE:**

**LEAD COMPOUNDS:** Contact with lead powders or dust may be irritating.

**CHRONIC EXPOSURE:**

**LEAD COMPOUNDS:** Prolonged or repeated exposure to the powder or dust may result in dermatitis.

**EYE CONTACT:**

**LEAD:** See information on lead compounds.

**ACUTE EXPOSURE:**

**LEAD COMPOUNDS:** Lead dust or powders may be irritating. Metallic lead particles may cause an inflammatory foreign body reaction and injury is generally thought to be mechanical and not toxic.

**CHRONIC EXPOSURE:**

**LEAD COMPOUNDS:** Prolonged exposure may cause conjunctivitis.

**INGESTION:**

**LEAD:** See information on lead compounds.

**ACUTE EXPOSURE:**

**LEAD COMPOUNDS:** Absorption of large amounts of lead from the intestinal tract may cause all the same effects as detailed in acute inhalation. The

fatal dose of absorbed lead is approximately 0.5 grams.

CHRONIC EXPOSURE:

LEAD COMPOUNDS: Prolonged or repeated exposure to low levels of lead may result in an accumulation in body tissues and adverse effects on the kidneys, heart and blood and on the nervous, reproductive, endocrine and immune systems as detailed in chronic inhalation.

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SECTION 12 ECOLOGICAL INFORMATION  
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ECOTOXICITY DATA:

FISH TOXICITY: 2200 ug/L 96 hour(s) LC50 (Mortality) Smallmouth bass  
(Micropterus dolomieu)

INVERTEBRATE TOXICITY: 25 ug/L 29-51 hour(s) MATC (Reproduction) Opossum  
shrimp (Mysidopsis bahia)

ALGAL TOXICITY: 950 ug/L 6 hour(s) EC50 (Chlorophyll) Blue-green algae  
(Synechocystis aquatilis)

PHYTOTOXICITY: 9-45 ug/L 3-9 hour(s) (Residue) Waterweed (Elodea canadensis)

OTHER TOXICITY: 500-1000 ug/L 144 hour(s) (Mortality) American toad (Bufo  
americanus)

FATE AND TRANSPORT:

BIOCONCENTRATION: 3670 ug/L 4 hour(s) BCF (Residue) Midge (Chironomus  
riparius) 728 ug/L

ENVIRONMENTAL SUMMARY: Toxic to aquatic life.

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SECTION 13 DISPOSAL CONSIDERATIONS  
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Hazardous Waste Number(s): D008. Dispose of in accordance with U.S. EPA 40 CFR  
262 for concentrations at or above the Regulatory level. Regulatory level-  
5.0 mg/L. Dispose in accordance with all applicable regulations.

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SECTION 14 TRANSPORT INFORMATION  
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U.S. DEPARTMENT OF TRANSPORTATION: No classification assigned.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

DLA12510 Page 009 of 010

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**SECTION 15 REGULATORY INFORMATION**  
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**U.S. REGULATIONS:**

**CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):**

LEAD: 10 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

**SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):**

Not regulated.

**SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):**

Not regulated.

**SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):**

ACUTE: Yes

CHRONIC: Yes

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

**SARA TITLE III SECTION 313 (40 CFR 372.65):**

LEAD

LEAD COMPOUNDS

**OSHA PROCESS SAFETY (29CFR1910.119):** Not regulated.

**STATE REGULATIONS:**

California Proposition 65:

Known to the state of California to cause the following:

LEAD

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

LEAD COMPOUNDS

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

**CANADIAN REGULATIONS:**

WHMIS CLASSIFICATION: Not determined.

**EUROPEAN REGULATIONS:**

**EC CLASSIFICATION (CALCULATED):**

T Toxic

**DANGER/HAZARD SYMBOL:**

T Toxic

**EC RISK AND SAFETY PHRASES:**

R 61 May cause harm to unborn child.



DLA12510 Page 010 of 010

- S 2 Keep out of reach of children.
- S 24 Avoid contact with skin.
- S 46 If swallowed, seek medical advice immediately and show this container or label.

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK):

STATE OF CLASSIFICATION: VwVwS

CLASSIFICATION UNDER HAZARD TO WATER: 0

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

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SECTION 16 OTHER INFORMATION  
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**J.5 Fedwire Procedures (JAN 95)**

The Sender should use a bank that Quotes wire transfer capability. The Federal Reserve Bank of New York will then process the money for deposit to the Defense National Stockpile Account with the Department of the Treasury.

**PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:**

To ensure the funds are credited to the Defense National Stockpile Center the following information is required on any wire transfer of funds.

1. Treasury Dept. Code – Routing No. to the Treasury  
MUST BE ON SLIP “021030004”.
2. Amount of funds to be transferred.
3. Treasury Department Name – **This item is critical** –

MUST APPEAR EXACTLY AS SHOWN BELOW

**TREAS NYC/(CTR/BNF=/AC-00006355)**

4. Third Party Information – Purchaser’s Name, Commodity, and Contract Number